

APPENDIX C TO ANNEX 18

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION
AND
UNITED WAY OF THE MIDLANDS

I. PURPOSE

This Memorandum of Understanding (hereinafter MOU) is made and entered into by and between the South Carolina Emergency Management Division (hereinafter "SCEMD") and United Way of the Midlands ("United Way") for the purposes set out herein. SCEMD, fully understanding that it is its sole responsibility to provide for the emergency needs of the State's residents following a major disaster, enters into this agreement with United Way for the purpose of obtaining the United Way's assistance in coordinating and managing the influx of volunteers who respond as a result of major disasters.

II. AUTHORITY

Pursuant to S.C. Code Ann. 25-1-420(a) (Supp. 2002), SCEMD is solely responsible for coordinating the efforts of all state, county, and municipal agencies and departments in developing a State Emergency Operations Plan.

Pursuant to 24 S.C. Code Ann. Regs. 58-101(A)(1) (1992), by agreement or operation of law, persons or groups may be charged with the duties incident to the protection of life and property within the state during an emergency.

In its lawful responsibility for coordinating and developing a State Emergency Operations Plan, SCEMD has the authority to enter into this agreement on behalf of the State of South Carolina (the "State").

This agreement will be governed by and construed in accordance with the law of the State of South Carolina.

III. RECITALS

WHEREAS, SCEMD recognizes that United Way of the Midlands possesses expertise in coordinating and managing volunteer resources.

WHEREAS, SCEMD designates United Way of the Midlands as a support agency of Emergency Support Function 18, Donated Goods and Volunteer Services (hereinafter ESF 18), which will assist the State in coordinating volunteer resources.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

- A. Parties: The Parties to the MOU are:
 - 1. United Way of the Midlands
 - 2. South Carolina Emergency Management Division as the representative of the State of South Carolina.
- B. Term: The agreement shall become effective upon execution by both parties and shall remain in effect until termination in writing. Either party in writing with or without cause may make such termination at any time without notice. Any termination under this MOU shall be without prejudice or hardship to any obligations and liabilities of either party already accrued prior to such termination.
- C. Activation: The agreement shall be activated by request of SCEMD in coordination with ESF 18.
- D. Terms and Conditions: The interchange provided by this agreement shall be handled as follows:
 - 1. United Way will provide coordination of United Way volunteers and assist ESF 18 with unaffiliated/unsolicited volunteers from both within and outside the state during a disaster or emergency. In order to accomplish this, United Way will:
 - a. Help ESF 18 identify and coordinate volunteers to support local/statewide preparedness and response activities.
 - b. Help coordinate offers of volunteer services from United Way of the Midlands and other chapters of United Way.
 - c. Assist the Governor's Office of Executive Policy and Programs with coordination of other organizations that offer volunteer services during a disaster or emergency.
 - d. Provide a representative at the State Emergency Operations Center (hereinafter SEOC) during and following a disaster to assist the Governor's Office representatives in the Decision Cell of ESF 18 responding to volunteers' offers of service. This representative will also assist the Governor's

Office and ESF 18 in coordinating requests for service with volunteers' offers of services.

2. The State will:
 - a. Provide notice of requested activation of Donated Goods and Volunteer Services Management System through ESF 18 to United Way of the Midlands.
 - b. As requested, train United Way representatives in the use of the Internet Routed Information System (IRIS) and other operational procedures in the SEOC.
 - c. Provide United Way representatives with access to IRIS at their home location.
 - d. Allow United Way representative assisting in the SEOC in ESF 18 to operate a laptop computer for accessing United Way database of volunteers. SCEMD will provide technical support for this laptop, if necessary, but does not assume any liability for damage to or support of the equipment itself or the software it supports. SCEMD will not be responsible for technical support that requires expertise or accommodation beyond its capability. Also, United Way understands that, for security reasons, Internet connections for United Way equipment will not be accessible through the SCEMD computer network.
 - e. Provide United Way of the Midlands representative assisting in the SEOC in ESF 18 with meals as delineated by the SOP governing ESF 18.

V. INDEMNIFICATION AND LIABILITY

- A. United Way of the Midlands shall be solely responsible to third parties with which it contracts to carry out the terms of this agreement and shall save the State harmless against all claims of whatever nature by third parties arising out of its agents' or contractors' performance of work under this agreement. For purposes of this agreement, United Way of the Midlands agrees that it is not an employee or agent of the State, but is an independent 501(c)(3) non-profit organization.
- B. The State shall be solely responsible to third parties with which it contracts to carry out the terms of this agreement, and shall save the United Way harmless against all claims of whatsoever nature by third

parties arising out of agents' or contractors' performance of work under this agreement.

- C. To the extent permitted by law, the State shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save United Way of the Midlands harmless against all claims of whatever nature by third parties arising out the performance of work under this agreement.
- D. The State recognizes that United Way of the Midlands, its staff and volunteers are not employees or agents of the State in any form and that they maintain their own system of management and personnel policies.
- E. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of South Carolina to be sued by third parties in any matter arising out of any contract.
- F. United Way of the Midlands agrees to indemnify, defend, and hold free and harmless to the extent permitted by law, the State and each of its volunteers, members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities of any nature or otherwise of United Way of the Midlands, its agents, servants, or employees relating to this MOU, including but not limited to, a claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the State or its agents, servants, and employees.
- G. The State agrees to indemnify, defend, and hold free and harmless to the extent permitted by law, United Way of the Midlands and each of its volunteers, members, agents, servants, employees, officers, and directors from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities of any nature or otherwise of the State, its agents, servants, or employees relating to this MOU, including but not limited to a claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the United Way or its agents, servants, and employees.

VI. INTEGRATION

This agreement contains the entire understanding of the parties with respect to the subject matter of the agreement, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof.

VII. MODIFICATIONS

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

VIII. EFFECTIVE DATE AND EXECUTION

This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature.

In Witness Whereof, the signing parties have caused this agreement to be executed by and between them.

Each of the persons signing below warrants that [he/she] is duly authorized by the entity shown below to sign this agreement on behalf of that entity.

/s/ Ronald C. Osborne
Ronald C. Osborne, Director
S.C. Emergency Management Division

January 30, 2004
Date

/s/ Cary Smith
Cary Smith, President
United Way of the Midlands

January 30, 2004
Date

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